

APPENDIX CC - Freeway Agreements

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## Preparation Guidelines for Freeway Agreements

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### Applicability

Refer to Chapter 24 for a full discussion of Freeway Agreements. These preparation guidelines provide sample formats for the following:

- Sample Format for "Original" Freeway Agreement (at time of route adoption)
- Sample Format for "Superseding" Freeway Agreement
- Clauses for Freeway Agreements
  - Sample Clauses for "Joint Participation"
  - Other Sample Clauses (Not Mandatory)

### Guidelines

All Freeway Agreements and resolutions should be on 216 mm x 279 mm paper. Part of the text should appear on each signature sheet to conform to standard legal practice. On city agreements, "CITY" is substituted for "COUNTY" and "streets" is substituted for "roads" (except in "frontage roads"). The description on the first page of the agreement text should agree with the description on the Exhibit A map. The Exhibit A map is usually 279 mm wide by 762 mm or less in length. If a longer map is needed, additional sheets should be used with labels "Sheet 1 of 3, 2 of 3, etc.". "Controlled Access Highway" (CAH) is substituted for the word "Freeway" in agreements for expressways that were either adopted a CAH or were adopted freeways that were subsequently denominated "Controlled Access Highway".

## SAMPLE FORMAT FOR "ORIGINAL"

[Dist - Co - Rte - KP(PM)]  
(Location)

# **FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the County of \_\_\_\_\_ (herein referred to as "COUNTY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission on \_\_\_\_\_; and

WHEREAS, a plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects roads of the COUNTY:

NOW, THEREFORE, IT IS AGREED:

1. COUNTY agrees and consents to the closing of COUNTY roads, relocation of COUNTY roads, construction of frontage roads and other local roads, and other construction affecting COUNTY roads, all as shown on the plan map attached hereto marked Exhibit A and made a part hereof by this reference.

2. STATE shall, in construction of the freeway and at STATE'S expense, make such changes affecting COUNTY roads in accordance with the plan map attached hereto marked Exhibit A.

3. STATE agrees to acquire all necessary right of way as may be required for construction, reconstruction, or alteration of COUNTY roads, frontage roads, and other local roads, and COUNTY hereby authorizes STATE to acquire in its behalf all such necessary right of way.

4. It is understood between the parties that the right of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway projects, the obligations of STATE hereunder shall be carried out at such time and for such unit or units of the projects as funds are budgeted and made lawfully available for such expenditures.

5. COUNTY will accept control and maintenance over each of the relocated or reconstructed COUNTY roads, and the frontage roads, and other STATE constructed local roads on receipt of written notice to COUNTY from STATE that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. COUNTY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

6. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment, through STATE and COUNTY cooperation, of the whole freeway project for the benefit of the people of the STATE and of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA  
Department of Transportation

THE COUNTY OF \_\_\_\_\_  
By \_\_\_\_\_

*(Name of Current Director - all Caps)*  
Director of Transportation  
By \_\_\_\_\_

\_\_\_\_\_  
*(Name of Current Design and Local Programs Program (DLPP) Manager - all Caps)*  
Project Planning and Design Engineer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (County)

\_\_\_\_\_  
Attorney (State)

[Dist - Co - Rte - KP(PM)]  
(Location)

# FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the County of \_\_\_\_\_ (herein referred to as "COUNTY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission on \_\_\_\_\_; and

WHEREAS, STATE and COUNTY have entered into a Freeway Agreement dated \_\_\_\_\_, 19\_\_\_\_, relating to that portion of State Highway Route from \_\_\_\_\_ to \_\_\_\_\_; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects roads of the COUNTY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes (in its entirety said Freeway Agreement, dated \_\_\_\_\_, 19\_\_\_\_\_.) (that portion of said Freeway Agreement dated \_\_\_\_\_, 19\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.)
- location* *location*

*From this point on, the "superseding" Freeway Agreement is identical to the "original" Freeway Agreement format beginning at Clause 1, except that the numbers are increased by one. "Superseding" Clause 2 is "original" clause number 1, and so forth.*

## CLAUSES FOR FREEWAY AGREEMENTS

### SAMPLE CLAUSES FOR "JOINT PARTICIPATION"

#### CONSTRUCTION COST BY LOCAL AGENCY FOR PORTION OF AGREEMENT

(2) STATE shall, in the construction of the freeway and at STATE's expense, make such changes affecting COUNTY roads in accordance with the plan map attached hereto marked Exhibit A \*[, except that at \_\_\_\_\_ the construction cost shall be borne by COUNTY].

#### CONSTRUCTION COST BY LOCAL AGENCY FOR ENTIRE AGREEMENT

(2) ... Exhibit A \*[, except as provided for in subsequent cooperative agreements with COUNTY specifying construction participation].

#### CONSTRUCTION COST BY THIRD PARTY FOR ENTIRE AGREEMENT

(2) ... Exhibit A. \*[It is understood by both parties that STATE's obligation to construct the freeway is conditioned upon execution of cooperative agreements with the \_\_\_\_\_ specifying construction participation.]

#### RIGHT OF WAY BY LOCAL AGENCY FOR PORTION OF AGREEMENT

(3) STATE agrees to acquire all necessary right of way as may be required for construction, reconstruction, or alteration of COUNTY roads and frontage roads, and other local roads, and COUNTY hereby authorizes STATE to acquire in its behalf all such necessary right of way \*[, except that the cost of right of way required to construct \_\_\_\_\_ shall be borne by COUNTY].

#### RIGHT OF WAY BY LOCAL AGENCY FOR ENTIRE AGREEMENT

(3) ... Exhibit A \*[, except as provided for in subsequent cooperative agreements with COUNTY specifying right of way participation].

#### RIGHT OF WAY COST BY THIRD PARTY FOR ENTIRE AGREEMENT

(3) ... Exhibit A. \*[It is understood by both parties that STATE's obligation to acquire right of way is conditioned upon execution of cooperative agreements with the \_\_\_\_\_ specifying right of way participation.]

\* "Joint Participation" clauses should be used only when special circumstances demand, as described in Chapter 24. Instead of placing a joint participation clause in the Freeway Agreement, it is preferable to place the information on the exhibit map as a note. See Chapter 24, Figures 2A and 2B, for examples.

Note: Item numbers refer to "original" agreement sample format.

## OTHER SAMPLE CLAUSES (NOT MANDATORY)

### FEATURES NOT DETERMINED

(2) ... Exhibit A. [The grade separations shown on map Exhibit A may be either undercrossings or overcrossings as determined by engineering studies to best fit the locality.]\*

### TORT LIABILITY

(6)\*\* In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of this agreement.

### WHEREAS FOR ANNEXED AREA

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by said Freeway Agreement dated \_\_\_\_\_ with the County of \_\_\_\_\_; and

### WHEREAS FOR NEWLY INCORPORATED AREA

WHEREAS, CITY has subsequently incorporated and included certain areas including portions of such freeway covered by said Freeway Agreement dated \_\_\_\_\_ with the County of \_\_\_\_\_; and

Note: Item numbers refer to "original" agreement sample format.

\* A note may be placed on the Exhibit map instead of in the text.

\*\* Renumber 6 on sample format for "original" to be number 7.